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PATENT

Attorney Docket No. 76597.010500

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

C. Thomas HENDRICKSON et al.

Serial No.: 10/719,741

Filed: November 21, 2003

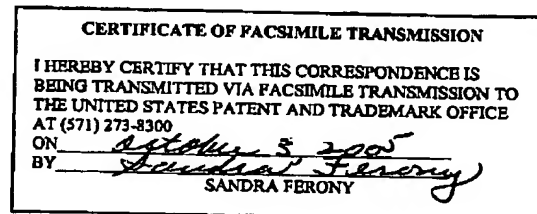
For: Methods and System for Insuring Landscape  
Architectural Objects

SUBMISSION OF REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF  
ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS

Total Pages: 9

COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:



Transmitted herewith is a Revocation of Power of Attorney with New Power of Attorney and Change of Correspondence Address along with a Statement Under 37 CFR 3.73(b) including a copy of an assignment from the inventor(s) to Horticultural Asset Management, Inc. recorded at Reel 014746, Frame 0530.

Please change the records accordingly.

Respectfully submitted,

Richard E. Kurtz, II  
Reg. No.: 33,936

GREENBERG TRAURIG, LLP  
1750 Tysons Blvd, 12<sup>th</sup> Floor  
McLean, Virginia 22102  
703-903-7536  
Filed: October 3, 2005

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PTO/SB/82 (04-05)

Approved for use through 11/30/2005. OMB 0581-0035  
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**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

|                        |                       |
|------------------------|-----------------------|
| Application Number     | 10/719,741            |
| Filing Date            | November 21, 2003     |
| First Named Inventor   | C. Thomas Hendrickson |
| Art Unit               | 3629                  |
| Examiner Name          | Unassigned            |
| Attorney Docket Number | 76597.010500          |

**I hereby revoke all previous powers of attorney given in the above-identified application.**☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number: 22191☒ Please change the correspondence address for the above-identified application to:☒ The address associated with  
Customer Number:22191

OR

☐ Firm or  
Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)**SIGNATURE of Applicant or Assignee of Record**

Signature

Name

Douglas Cowles

Date

9/27/05

Telephone

(919) 832-8123

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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PTO/SB/98 (09-04)

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: C. Thomas HendricksonApplication No./Patent No.: 10/719,741 Filed/Issue Date: November 21, 2005Entitled: Methods and System for Insuring Landscape Architectural ObjectsHorticultural Asset Management, Inc. a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

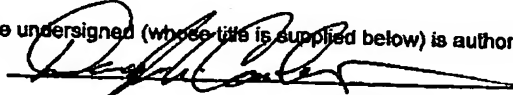
- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 014746, Frame 0530, or for which a copy thereof is attached.
- OR
- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
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☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
Signature9/27/05  
DateDouglas Cowles  
Printed or Typed Name(919) 832-8123  
Telephone NumberExecutive Vice President and COO  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 18, 2004

PTAS



\*102615175A\*

BURNS, DOANE ET AL  
STEPHEN J. TYTRAN  
P.O. BOX 1404  
ALEXANDRIA, VA 22313-1404**UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/21/2003

REEL/FRAME: 014746/0530  
NUMBER OF PAGES: 4BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: 033960-003ASSIGNOR:  
HENDRICKSON, C. THOMAS

DOC DATE: 11/20/2003

ASSIGNOR:  
GLYNN, WILLIAM P.

DOC DATE: 11/20/2003

ASSIGNOR:  
ANDRUS, DAVID L.

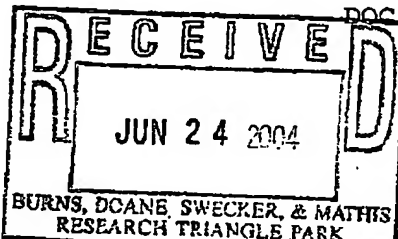
DOC DATE: 11/20/2003

ASSIGNOR:  
REINERT, GORDON L.

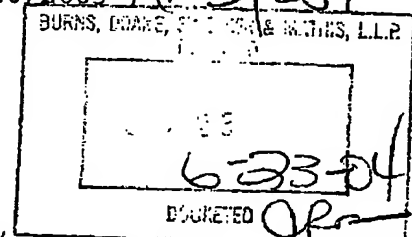
DOC DATE: 11/20/2003

ASSIGNOR:  
ARGAY, DAVID J.

DOC DATE: 11/20/2003



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014746/0530 PAGE 2

ASSIGNEE:

HORTICULTURAL ASSET MANAGEMENT,  
INC.

P.O. BOX 41228

RALEIGH, NORTH CAROLINA 27629

SERIAL NUMBER: 10719741

FILING DATE: 11/21/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: METHODS AND SYSTEM FOR INSURING LANDSCAPE ARCHITECTURAL OBJECTS

STEVEN POST, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

RECORD

12-04-2003

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

y's Docket No. 033960-003

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

C. Thomas Hendrickson, William P. Glynn, David L.  
Andrus, Gordon L. Reinert and David J. Argay

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: November 20, 2003

## 2. Name and address of receiving party(ies):

Name: Horticultural Asset Management, Inc.  
Internal Address:

Street Address:  
P.O. Box 41228

City: Raleigh State: NC Zip: 27629

Additional name(s) & addresses attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: November 20, 2003

A. Patent Application No.(s)

10719741

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stephen J. Tytran

Internal Address:

Burns, Doane, Swecker & Mathis, L.L.P.  
Customer Number 2 1 8 3 9  
P.O. Box 1404

Street Address:

City: Alexandria State: VA Zip: 22313-1404

## 6. Total number of applications and patents involved:

1

## 7. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

02-4800

(Attach duplicate copy of this page if paying by deposit account.)

12/03/2003 DRYRNE 00000025 024800 10719741

01 F1:0021 40.00 DR

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## 9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen J. Tytran, Reg. No. 45,846

Name of Person Signing

Signature

November 21, 2003

Date

Total number of pages including cover sheet, attachments, and documents:

4

Mail documents to be recorded with required cover sheet information to:  
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I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10 on the date indicated above and is addressed to the Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

"Express Mail" Mailing Label No.: EV 171998184 US

Date of Deposit:

Attorney Docket No. 033960-003**JOINT ASSIGNMENT**

THIS ASSIGNMENT, by C. Thomas Hendrickson, William P. Glynn, David L. Andrus, Gordon A. Rehert  
and David J. Argav

residing at 1915 Old Bunn Road, Zebulon, North Carolina 27597; 111 Dunedin Court, Cary, North Carolina  
27511; 2554 Linden Drive, Boulder CO 80304; 1405 Alpine Avenue, Boulder CO 80304; and 101 Rutherglen  
Drive, Cary, NC 27511

(hereinafter referred to as "the Assignors"), witnesseth:

WHEREAS, the Assignor has invented certain new and useful improvements in the application for Letters  
Patent of the United States, entitled:

Methods and System for Insuring Landscape Architectural Objects

- (1) ☐ which is a provisional application  
     (a) ☐ bearing Application No. \_\_\_\_\_, filed on \_\_\_\_\_;  
     (b) ☐ to be filed herewith; or
- (2) ☒ which is a non-provisional application  
     (a) ☐ bearing Application No. \_\_\_\_\_, filed on \_\_\_\_\_;  
     (b) ☒ having an oath or declaration executed on even date herewith prior to filing of  
         application;  
     (c) ☐ having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, Horticultural Asset Management, Inc.  
a corporation duly organized under and pursuant to the laws of Delaware  
and having its principal place of business at P.O. Box 41228, Raleigh, North Carolina 27629

(hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to  
said inventions, the right to file applications on said inventions and the entire right, title and interest in and to  
any applications, including provisional applications for Letters Patent of the United States or other countries  
claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be  
obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration,  
the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over,  
and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal  
representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the  
right to file applications on said inventions and the entire right, title and interest in and to any applications for  
Letters Patent of the United States or other countries claiming priority to said applications, and any and all  
Letters Patent or Patents of the United States of America and all foreign countries that may be granted  
therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions,  
continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters  
Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the  
same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its  
successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or  
Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors  
had this sale and assignment not been made;

**BURNS DOANE**  
BURNS DOANE SWECKER & MATTHEW LLP  
ATTORNEYS AT LAW

JOINT ASSIGNMENT

Page 1 of 2

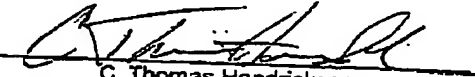
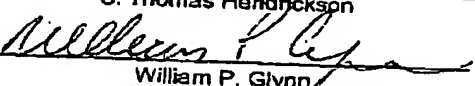
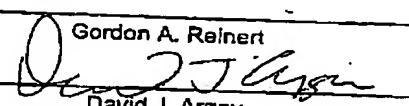
Application No. Unassigned  
 Attorney Docket No. 033960-003

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of Burns, Doane, Swecker & Mathis, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Director of the United States Patent and Trademark Office to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

|                         |                       |   |
|-------------------------|-----------------------|---|
| Date: <u>11-20-2003</u> | Signature of Assignor | <br>C. Thomas Hendrickson |
| Date: <u>11-20-2003</u> | Signature of Assignor | <br>William P. Glynn      |
| Date: _____             | Signature of Assignor | _____<br>David L. Andrus  |
| Date: _____             | Signature of Assignor | _____<br>Gordon A. Reinert  |
| Date: <u>11-20-2003</u> | Signature of Assignor | <br>David J. Argay        |
| Date: _____             | Signature of Assignor | _____   |
| Date: _____             | Signature of Assignor | _____   |
| Date: _____             | Signature of Assignor | _____   |
| Date: _____             | Signature of Assignor | _____   |

**BURNS DOANE**  
BURNS DOANE SWECKER & MATHIS LLP  
 ATTORNEYS AT LAW

JOINT ASSIGNMENT

Page 2 of 2



Application No. Unassigned  
Attorney Docket No. 033980-003

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of Burns, Doane, Swecker & Mathis, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Director of the United States Patent and Trademark Office to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

|                       |                             |                       |
|-----------------------|-----------------------------|-----------------------|
| Date: _____           | Signature of Assignor _____ | C. Thomas Hendrickson |
| Date: _____           | Signature of Assignor _____ | William P. Glynn      |
| Date: <u>11/29/03</u> | Signature of Assignor _____ | David L. Andrus       |
| Date: <u>11/20/03</u> | Signature of Assignor _____ | Gordon A. Rehnert     |
| Date: _____           | Signature of Assignor _____ | David J. Argay        |
| Date: _____           | Signature of Assignor _____ |                       |
| Date: _____           | Signature of Assignor _____ |                       |
| Date: _____           | Signature of Assignor _____ |                       |
| Date: _____           | Signature of Assignor _____ |                       |
| Date: _____           | Signature of Assignor _____ |                       |

**BURNS DOANE**  
BURNS DOANE SWECKER & MATHIS LLP  
ATTORNEYS AT LAW

JOINT ASSIGNMENT

Page 2 of 2